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6 Attorneys for Plaintiff
David Sinegal

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 David Sinegal, an individual ,

12 Plaintiff,

13 vs.

14 Sensei International, LLC, a New York Limited
Liability Company; and Omar Khan, an
15 individual,

16 Defendants.

Case No. 3:19-cv-00101-YGR

Judge: Yvonne Gonzalez Rogers

**STIPULATION AND ~~PROPOSED~~ ORDER
FOR ENTRY OF FINAL JUDGMENT**

as modified by the Court

1 IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff David Sinegal
2 (“Sinegal”) and his attorneys Hueston Hennigan LLP, and Defendants Sensei International, LLC
3 (“Sensei”) and Omar Khan (“Khan,” and together with Sensei and Sinegal, the “Parties”) and their
4 attorneys Miller Nash Graham & Dunn LLP, that the Court may enter the attached Stipulated Final
5 Judgment.

6 IT IS HEREBY FURTHER STIPULATED AND AGREED by and among the Parties that:

7 1. This Court has personal jurisdiction over them and each of them for purposes of this
8 action only. Such stipulated jurisdiction is not an waiver of any defense or admission that jurisdiction
9 over Sensei or Khan is proper in other matters before any court in the State of California.

10 2. This Court has subject matter jurisdiction over this matter.

11 3. Venue as to this matter between the parties relating thereto lies in this Court.

12 4. Sinegal filed a complaint in this action on January 7, 2019 (the “Complaint”),
13 asserting four claims under California law: breach of contract; fraud; unfair business acts and
14 practices in violation of California Business & Professions Code § 17200; and untrue and misleading
15 advertising in violation of California Business & Professions Code § 17500. Sensei and Khan moved
16 to dismiss for lack of personal jurisdiction and moved to quash the summonses on April 16, 2019.
17 Sensei and Khan neither admit nor deny the allegations in the Complaint.

18 5. The Parties stipulate that the Court may now enter judgment in favor of Sinegal and
19 against Defendants on the Complaint in the amount of \$125,000.

20 6. The Parties waive their rights to move for a new trial or to otherwise seek to set aside
21 the Stipulated Final Judgment through any collateral attack, and further waive their rights to appeal
22 from the Stipulated Final Judgment, except that the Parties, and each of them, agree that this Court
23 shall retain jurisdiction for the purpose of enforcement of this Stipulation and Stipulated Final
24 Judgment only.

1 IT IS SO STIPULATED AND AGREED.

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3 Dated: June 24, 2019

Respectfully submitted,

4 HUESTON HENNIGAN LLP

5
6 By: 

Moez M. Kaba
Attorneys for Plaintiff David Sinegal

7
8 Dated: June 24, 2019

MILLER NASH GRAHAM & DUNN LLP

9
10 By: 

Phillip Allan Trajan Perez
*Attorneys for Defendants Sensei
International, LLC and Omar Khan*

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13 Dated:

DAVID SINEGAL

14
15 By:  06/24/19

David Sinegal
Plaintiff

16
17 Dated: June 20, 2019

SENSEI INTERNATIONAL, LLC

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19 By: 

For Defendant Sensei International, LLC
Omar Khan

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21
22 Dated: June 20, 2019

OMAR KHAN

23
24 By: 

Defendant Omar Khan

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3

4 David Sinegal, an individual ,

5 Plaintiff,

6 vs.

7 Sensei International, LLC, a New York Limited
8 Liability Company; and Omar Khan, an
individual,

9 Defendants.

Case No. 3:19-cv-00101-YGR

Judge: Yvonne Gonzalez Rogers

~~PROPOSED~~ ORDER FOR ENTRY OF
FINAL JUDGMENT

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11 Plaintiff David Sinegal (“Sinegal”) and Defendants Sensei International, LLC (“Sensei”)
12 and Omar Khan (“Khan,” and together with Sensei and Sinegal, the “Parties”) having stipulated
13 that this Court has jurisdiction over them for the present matter:

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

15 **JURISDICTION**

16 1. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 as the matter is
17 between citizens of different states and the amount in controversy exceeds \$75,000.

18 **ENTRY OF JUDGMENT**

19 2. Pursuant to the Stipulation, judgment is hereby entered for Plaintiff Sinegal and
20 against Defendants Sensei and Khan in the amount of \$125,000.

21 **MONETARY RELIEF**

22 3. Defendants Sensei and Khan are jointly and severally ordered to pay to Sinegal the
23 amount of **ONE-HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS USD (\$125,000**
24 **USD).**

25 **RETENTION OF JURISDICTION**

26 4. This Court shall retain jurisdiction of this matter only for the purpose of enabling the
27 Parties to apply to the Court, for good cause shown, for such further orders and directives as may be
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1 necessary or appropriate for the enforcement of this Judgment or compliance therewith, until
2 satisfaction of the Judgment in full or for a period of one year, whichever occurs first.

3 **EFFECT AND ENTRY**


4 5. The parties hereby consent to entry of the foregoing Judgment which shall constitute
5 the final judgment and order in this matter.

6 6. This Judgment may be modified only by order of this Court.

7 7. The Clerk is ordered to immediately enter this Judgment.

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9 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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11 Dated: June 26, 2019

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13 Yvonne Gonzalez Rogers
14 United States District Judge
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ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3) regarding signatures, I attest under penalty of perjury that the concurrence in the filing of this document has been obtained from the party signatories above.

Dated: June 24, 2019

HUESTON HENNIGAN LLP

By: 
Moez M. Kaba

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing document was duly served electronically on all known counsel of record through the Court's Electronic Filing System on the 25th Day of June, 2019.



Moez M. Kaba